# UNITED STATES BANKRUPTCY COURT FOR THE

#### EASTERN DISTRICT OF NORTH CAROLINA

E.II . (	1				1	
Debtor		ion to identify	your case: londa Lewis			
Debtoi	1	First Name	Middle Name	Last Name		
Debtor	2					
(Spouse	e, if filing)	First Name	Middle Name	Last Name	_	an amended plan, and ections of the plan that ged.
	1					
(If known						
(II KHOWI	9					
				CHAPTER 13 PLAN		
Part 1:	Notices					
To Debt	A limit on	the option is apconfirmable. <i>Y</i> the amount o	ppropriate in your circu  You must check each b  of a secured claim, inc	e appropriate in some cases, but the present amstances. Plans that do not comply with Loox that applies in §§ 1.1, 1.2, 1.3, and 1.4, aluding avoidance of mortgage liens, set a secured claim being treated as only	ocal Rules and judicial ru	
	partially s	ecured or who	olly unsecured. This o	could result in the secured creditor		
1.2			ayment, or no paymentien or nonpossessory	nt at an. , nonpurchase-money security interest,	Included	<b>✓</b> Not Included
	set out in	Section 3.5.		, 1		,-
1.3	Nonstand	ard provisions	s, set out in Part 9.		☐ Included	<b>✓</b> Not Included
To Crec		You should rea not have an att can give you le The following above, to state if neither box Proof of Clain creditor. Only	ad this plan carefully a torney, you may wish the torney, you may wish the torney, you may wish the torney whether or not the plant is checked or both both. A creditor's claim wallowed claims will rearty in interest from file	s plan. Your claim may be reduced, modified discuss it with your attorney if you have to consult one. Neither the staff of the Ban includes provisions related to each item exes are checked, the provision will not be will not be paid or allowed unless a proof of ceive a distribution from the Trustee. Confining an objection to a claim. See generally, I	an attorney in this bankrukruptcy Court nor the (  ack one box on each line listed. If an item is check effective, even if set ou claim is timely filed by, armation of a plan does no	of §§ 1.1, 1.2, and 1.3, ked "Not Included," or t later in the plan.  or on behalf of, the t preclude the Debtor,
		1326(a)(1) and process. A cred documented pr	l Local Rule 3070-1(b) ditor will not receive p roof of claim is filed w	etion Payments: Pre-confirmation adequate shall be disbursed by the Trustee in accordare-confirmation adequate protection payment ith the Bankruptcy Court.	ance with the Trustee's conts unless and until a time	ustomary distribution
		to adequate pro	otection payments will and all such payments s	receive no disbursements from the Trustee shall be made in accordance with the Truste	until after the Plan	
The	e "current m	onthly income	of the Debtor, calcul	cable Commitment Period. (Check one.) ated pursuant to 11 U.S.C. § 101(10A) and Debtor's applicable commitment period is		
<b>✓</b>	BELOW th	e applicable st	ate median income; the	e Debtor's applicable commitment period is	36 months.	

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De	tor Ekrika Shalonda Lewis Case number
1.5	Projected Disposable Income and "Liquidation Test."  The projected disposable income of the Debtor, as referred to in 11 U.S.C. § 1325(b)(1)(B), is \$_0.00_ per month. The amount referred to in 11 U.S.C. § 1325(a)(4) that would be paid to holders of allowed unsecured claims if the estate of the Debtor were liquidated in a chapter 7 bankruptcy case (known as the "liquidation test") is estimated by the Debtor to be \$_0.00 The "liquidation test" has been computed as indicated in E.D.N.C. Local Form 113B, Liquidation Worksheet & Plan Summary filed simultaneously with this plan.
1.6	<b>Definitions:</b> See attached Appendix.
Par	2: Plan Payments and Length of Plan
2.1	The Debtor shall make regular payments to the Trustee as follows:  \$ 600.00 per Month for 57 months
	(Insert additional line(s), if needed.)
2.2	Regular payments to the Trustee will be made from future income in the following manner:  (Check all that apply.)  □ Debtor will make payments pursuant to a payroll deduction order.  □ Debtor will make payments directly to the Trustee.
2.3	Additional payments. (Check one.)  None. If "None" is checked, the rest of § 2.3 need not be completed or reproduced.
2.4	The total amount of estimated payments to the Trustee is \$ 34,200.00 .
Par	3: Treatment of Secured Claims
3.1	Residential Mortgage Claim(s) – When Residence to be Retained (Surrender addressed in § 3.6). (Check one.)  None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
3.2	Secured Claims Other Than Residential Mortgage Claims – To be Paid Directly by Debtor.  (Check one.)  None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.
3.3	"Cram-Down" Claims - Request for Valuation of Collateral and Modification of Undersecured Claims. (Check one.)  None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.
3.4	Secured Claims not Subject to Valuation of Collateral — Monthly Payment to be Disbursed by Trustee. (Check one.)  None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.  The secured claims listed below are not subject to valuation under 11 U.S.C. § 506(a). These claims include, but are not limited to, claims: (a) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor, or (b) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value; and (c) any other secured claim the Debtor proposes to pay in full. These claims will be paid in full, through the chapter 13 plan disbursements, with interest at the rate stated below. Unless otherwise ordered by the Court, the claim amount stated on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) controls over any contrary amount listed below. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling.

Creditor Name	Collateral	Value of Collateral	Amount of Claim	AP Payment [See E.D.N.C. LBR 3070- 1(c)]	Current Mo. Payment	Int (%)	Est. Mo. Pmt. Disbursed by Trustee	Equal Mo. Pmt.
Brown's Mobile Home Sales Inc	2010 Fleetwood DWMH	\$37,903.00	\$800.00	\$8.00	\$16.73	7.50%	\$16.73	\$16.73
Halifax County Tax Dept.	29 Pepper LN Scotland Neck, NC 27874 Halifax County 2010 Fleetwood DWMH Parcel No.: 1102784 Deed Book/Page: 2102/173	\$42,203.00	\$9,173.00	\$91.73	\$198.37	9.00%	\$198.37	\$198.3 7
Midland Funding	29 Pepper LN Scotland Neck, NC 27874 Halifax County	\$4,300.00	\$8,900.00	\$89.00	\$186.08	7.50%	\$186.08	\$186.0 8

Debtor	Ekrik	ka Shalonda Lewis Case number							
Crec	litor Name	Collateral	Value of Collateral	Amount of Claim	AP Payment [See E.D.N.C. LBR 3070- 1(c)]	Current Mo. Payment	Int (%)	Est. Mo. Pmt. Disbursed by Trustee	Equal Mo. Pmt.
		Parcel No.: 1102784 Deed Book/Page: 2102/173 Deed Date:			1(0)			Trustee	
Tim's A	uto Sales	2006 Chevrolet Trailblazer 203,895 miles VIN: 1GNDT13S8621621 21	\$5,500.00	\$5,500.00	\$55.00	\$115.00	7.50%	\$115.00	\$115.0 (
Insert aa	lditional clain				<u> </u>		1	<u> </u>	
3.5 Avo		dicial Liens or Nonposse				s. (Check one.)			
<b>√</b>	None. If "N	lone" is checked, the rest	of § 3.5 need not b	pe completed or	reproduced.				
3.6 Sur ✓		<b>llateral.</b> (Check one.) Ione" is checked, the rest	of § 3.6 need not b	pe completed or	reproduced.				
Part 4:		of Fees and Priority Cla							
	ms, including	ent: Unless otherwise ind arrearage claims on dome						•	•
		Trustee's fees are governe estimated to be10.00							
4.3 Det	None, beca	ey's Fees. (Check one, be use I filed my case without this case. If "None" is co	out the assistance	of an attorney					
				[OR]					
<b>₽</b>	the Plan (a  Excep attorne reason month forth is	ttorney's Fees Requesternd check one of the follow to the extent that a higher ey, the Debtor's attorney hably necessary to represent a after this case was filed. In § 2016-1(a)(1) of the Act tal amount of compensation by requests that the balance	ving, as appropriat r amount is allowe has agreed to accep th the Debtor befor The amount of co- lministrative Guide on requested is \$	e).  Ed by the Court  of the "standard  re the Court thr  mpensation rece.  5,000.00,	upon timely ap base fee," as dough the earlie quested does no	oplication, or a lovelescribed in Local rof confirmation to exceed the allow	ver amount i Rule 2016- of the Debto vable "standa	l(a)(2), for ser or's plan or the ard base fee" a	rvices e first 12 as set
				[OR]					
	provid	ebtor's attorney intends to ed in Local Rule 2016-1(a \$ was paid prior to t	(7). The attorney	estimates that	the total amour	nt of compensation	n that will be	e sought is \$	, of
4.4 Doi	mestic Suppo	rt Obligations. (Check al	l that apply.)						
<b>✓</b>	None. If "N	lone" is checked, the rest	of § 4.4 need not b	pe completed or	r reproduced. +	-1			
4.5 Oth	ner Priority (	Claims. (Check one.)							
<b>-</b>	None. All other	f "None" is checked, the er allowed claims that are ements under, and over that or the Court orders other	entitled to priority e life of the chapte	, listed below,	shall be paid in	full by Trustee	ent		
	(	Creditor Name		(	Claim for:		Es	t. Claim Amt	•

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Del	etor Ekrika Shalonda Lewis	Case number	
Creditor Name		Claim for:	Est. Claim Amt.
N	C Division of Employment Sec	Taxes and certain other debts	6,000.00
	Insert additional claims, as necessary.  Debtor estimates that TOTAL unsecured priority cla		\$6,000.00
	t 5: Executory Contracts and Unexpired Leases (Check one.)  None. If "None" is checked, the rest of Part 5		
Par	1 0	nsecured Claims	
6.1	(Check one.)  ✓ None. If "None" is checked, the rest of Part 6	need not be completed or reproduced.	
	t 7: Unsecured Non-priority Claims		
7.1	General Treatment. After confirmation of a plan, h above, will receive a <i>pro rata</i> distribution with other payment to the holders of allowed secured, arrearage fees. Holders of allowed, non-priority unsecured claim Bankruptcy Code have first been paid in full.	r holders of allowed, nonpriority unsecured cle, unsecured priority, administrative, specially	aims to the extent funds are available after v classified unsecured claims, and the Trustee's
Par	t 8: Miscellaneous Provisions		
8.1	<b>Non-Disclosure of Personal Information:</b> Pursuant the disclosure of any personal information by any part of the disclosure of the disclos		
8.2	<b>Lien Retention:</b> Holders of allowed secured claims 1325(a)(5).	shall retain the liens securing their secured cl	aims to the extent provided by 11 U.S.C. §
8.3	Retention of Consumer Rights Causes of Action: or discharge, but rather retains and reserves, for the claims the Debtor could or might assert against any punder state or federal common law, including, but not deceptive acts and practices, Retail Installment Sales Estate Settlement Procedures Act violations, Fair De Opportunity Act violations, Fair Credit Billing Act violationic Funds Transfer Act violations, and any ar States Code, by the Federal Rules of Bankruptcy Pro Carolina.	benefit of the Debtor and the chapter 13 estate party or entity arising under or otherwise rela- ot limited to, claims related to fraud, misrepre s Act violations, Truth in Lending violations, ebt Collection Practices Act violations, Fair C violations, Consumer Lending Act violations, and all violations arising out of rights or claims	e, any and all pre-petition and post-petition ted to any state or federal consumer statute, or sentation, breach of contract, unfair and Home Equity Protection Act violations, Real redit Reporting Act violations, Equal Credit Federal Garnishment Act violations, sprovided for under Title 11 of the United
8.4	<b>Vesting of Property of the Bankruptcy Estate:</b> (Check one.)		
	Property of the estate will vest in the Debtor upon:  plan confirmation. discharge other:		
8.5	Possession and Use of Property of the Bankruptcy of the estate vests in the Debtor, property not surrend shall remain in the possession and control of the Debtor.	dered or delivered to the Trustee (such as pay	ments made to the Trustee under the Plan)

- 8 or its retention or use by the Debtor. The Debtor's use of property remains subject to the requirements of 11 U.S.C. § 363, all other provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.
- 8.6 Creditor Notices When Debtor to Make Direct Payments: Subject to Local Rule 4001-2, secured creditors, lessors, and parties to executory contracts that will be paid directly by the Debtor may, but are not required to, send standard payment notices to the Debtor without violating the automatic stay.
- 8.7 Rights of the Debtor and Trustee to Avoid Liens and Recover Transfers: Confirmation of the plan shall not prejudice any rights the Trustee or Debtor may have to bring actions to avoid liens, or to avoid and recover transfers, under applicable law.
- 8.8 Rights of the Debtor and Trustee to Object to Claims: Confirmation of the plan shall not prejudice the right of the Debtor or Trustee to object to any claim.

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Del	otor	Ekrika Shalonda Lewis		Case number	
	Waiver of l plan, grant	Discharge executed by the Debtor, the Court s the Debtor a discharge of all debts that are pr	hall, as soon as pract	n 11 U.S.C. § 1328, and unless the Court approves a written icable after completion by the Debtor of all payments under to or that are disallowed under 11 U.S.C. § 502.	he
Par	t 9: Nons	standard Plan Provisions			
9.1	Check "No	one" or List Nonstandard Plan Provisions.			
	<b>✓</b>	None. If "None" is checked, the rest of Pe	ert 9 need not be com	pleted or reproduced.	
				cede Part 10: Signature(s), which follows; ve, is attached after Signature(s).	
Par	t 10: Signa	atures			
10.1	Signatu	res of Debtor(s) and Debtor(s)' Attorney			
		) do not have an attorney, the Debtor(s) muy, must sign below.	st sign below, other	wise the Debtor(s) signatures are optional. The attorney f	for
X	/s/ Ekrika	Shalonda Lewis	$\boldsymbol{X}$		
		nalonda Lewis of Debtor 1	Signa	ture of Debtor 2	
	Executed	on July 8, 2019	Exect	ated on	
		filing this document, the Debtor(s) certify ned in E.D.N.C. Local Form 113, other than		d order of the provisions in this Chapter 13 plan are ident provisions included in Part 9.	ical
X	/s/ H. Fra	nk Allen	Date Jul	y 8,2019	
		Allen of Attorney for Debtor(s)		MM/DD/YYYY	

If this document is also signed and filed by an Attorney for Debtor(s), the Attorney also certifies, that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in E.D.N.C. Local Form 113, other than any nonstandard provisions included in Part 9.

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#### **APPENDIX: Definitions.**

The following definitions are applic	
"AP Amt."	The amount the Debtor proposes to pay per month as pre-confirmation "adequate protection" payments in
	accordance with 11 U.S.C. § 1326(a)(1)(C) and Local Rule 3070-1(c).
"Administrative Guide"	The Administrative Guide to Practice and Procedure, a supplement to the Local Rules, which facilitates
	changes in practice and procedure before the Court without the necessity for revision to the Local Rules. The
	Administrative Guide may be found at the following Internet URL:
	http://www.nceb.uscourts.gov/sites/nceb/files/AdminGuide.pdf. As used herein, the term refers to The
	Administrative Guide in effect as of the date of the filing of the debtor's petition.
"Applicable Commitment Period"	The mandated length of a Debtor's plan. Debtors whose annual median income is above the applicable state
	median income, must propose 60-month plans, and below median income debtors are not required to propose
	a repayment plan longer than 36 months. Either may propose a shorter plan only if the plan will repay 100%
	of all allowed claims in full in less than the "applicable commitment period." Below median income debtors
	may propose a plan longer than 36 months, but not longer than 60 months, if the Court finds cause to allow a
// A 33	plan longer than 36 months. See § 1.4, above.
"Arrears"	The total monetary amount necessary to cure all pre-petition defaults.
"Avoid"	The Debtor intends to avoid the lien of a creditor in accordance with 11 U.S.C. § 506(d) and In re Kidd, 161
(D. 1	B.R. 769 (Bankr. E.D.N.C. 1993).
"Bankruptcy Rules"	The Federal Rules of Bankruptcy Procedure.
"Claim" or "Claim Amount"	The estimated amount of the creditor's claim against the Debtor. Absent a sustained objection to claim, the
	total amount listed by a creditor as being owed on its timely filed proof of claim shall control over any
	amount listed by the Debtor in this plan.
"Collateral"	Description of the real property or personal property securing each secured creditors' claim.
"Conduit"	The regular monthly mortgage payment that is to be made by the Trustee when a mortgage claim is proposed
	or required to be paid through the plan disbursements. (See Local Rule 3070-2). The number of monthly
	"conduit" payments to be made by the Trustee will be equal to the number of monthly payments proposed
	under the plan.
"Court"	The United States Bankruptcy Court for the Eastern District of North Carolina.
"Cram Down"	The Debtor intends that the amount to be paid in satisfaction of a secured claim be determined by determining
	the "value" of the secured creditor's "collateral," or what the "collateral" is worth, under 11 U.S.C. §506(a)
	[which the Debtor asserts is the amount shown in § 3.3, under the chart column headed, "Value of
	Collateral"], and amortizing and paying such "value" at the interest rate proposed in the chart column headed,
	"Int. (%)," over the life of the Debtor's plan. Any remainder of the creditor's total "claim amount" is allowed
"C"	and treated as an unsecured claim. See §§ 1.1, 3.3, and 7.1.
"Cure"	Whether the Debtor intends to pay the amount in "arrears" on any claim. With respect to a mortgage claim
	secured by the Debtor's principal residence, if the Debtor proposes a cure through mortgage loan modification, such intention is indicated in § 3.1. Otherwise, mortgage "arrears" will be cured through the
	chapter 13 plan disbursements unless the Debtor indicates a different method to cure under § 3.1. With respect
	to other secured claims being paid directly by the debtor or an unexpired lease or executory contract that the
	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the
	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2.
	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and
	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and addressed in § 4.4, below], these "arrears" will be cured through the Trustee's disbursements under and by the
"Debtor"	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and addressed in § 4.4, below], these "arrears" will be cured through the Trustee's disbursements under and by the end of the confirmed plan.
"Debtor"	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and addressed in § 4.4, below], these "arrears" will be cured through the Trustee's disbursements under and by the end of the confirmed plan.  The individual or the married couple who filed this bankruptcy case, whose name or names are found at the
"Debtor"	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and addressed in § 4.4, below], these "arrears" will be cured through the Trustee's disbursements under and by the end of the confirmed plan.  The individual or the married couple who filed this bankruptcy case, whose name or names are found at the top of the first page of this chapter 13 plan. The term "Debtor" as used in this plan includes both debtors if this
	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and addressed in § 4.4, below], these "arrears" will be cured through the Trustee's disbursements under and by the end of the confirmed plan.  The individual or the married couple who filed this bankruptcy case, whose name or names are found at the top of the first page of this chapter 13 plan. The term "Debtor" as used in this plan includes both debtors if this case was filed by a married couple.
"Debtor"  "Direct"	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and addressed in § 4.4, below], these "arrears" will be cured through the Trustee's disbursements under and by the end of the confirmed plan.  The individual or the married couple who filed this bankruptcy case, whose name or names are found at the top of the first page of this chapter 13 plan. The term "Debtor" as used in this plan includes both debtors if this case was filed by a married couple.  The Debtor proposes to make all post-petition payments on the obligation directly, after the timely filing of a
	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and addressed in § 4.4, below], these "arrears" will be cured through the Trustee's disbursements under and by the end of the confirmed plan.  The individual or the married couple who filed this bankruptcy case, whose name or names are found at the top of the first page of this chapter 13 plan. The term "Debtor" as used in this plan includes both debtors if this case was filed by a married couple.  The Debtor proposes to make all post-petition payments on the obligation directly, after the timely filing of a claim by or for the creditor. Disbursements to creditors secured by a lien on the Debtor's principal residence
"Direct"	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and addressed in § 4.4, below], these "arrears" will be cured through the Trustee's disbursements under and by the end of the confirmed plan.  The individual or the married couple who filed this bankruptcy case, whose name or names are found at the top of the first page of this chapter 13 plan. The term "Debtor" as used in this plan includes both debtors if this case was filed by a married couple.  The Debtor proposes to make all post-petition payments on the obligation directly, after the timely filing of a claim by or for the creditor. Disbursements to creditors secured by a lien on the Debtor's principal residence are subject to the provisions of Local Rule 3070-2.
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"Direct"	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and addressed in § 4.4, below], these "arrears" will be cured through the Trustee's disbursements under and by the end of the confirmed plan.  The individual or the married couple who filed this bankruptcy case, whose name or names are found at the top of the first page of this chapter 13 plan. The term "Debtor" as used in this plan includes both debtors if this case was filed by a married couple.  The Debtor proposes to make all post-petition payments on the obligation directly, after the timely filing of a claim by or for the creditor. Disbursements to creditors secured by a lien on the Debtor's principal residence are subject to the provisions of Local Rule 3070-2.  The Local Rules of Practice and Procedure of the United States Bankruptcy Court for the Eastern District of North Carolina, which may be found at the following Internet URL:
"Direct"	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and addressed in § 4.4, below], these "arrears" will be cured through the Trustee's disbursements under and by the end of the confirmed plan.  The individual or the married couple who filed this bankruptcy case, whose name or names are found at the top of the first page of this chapter 13 plan. The term "Debtor" as used in this plan includes both debtors if this case was filed by a married couple.  The Debtor proposes to make all post-petition payments on the obligation directly, after the timely filing of a claim by or for the creditor. Disbursements to creditors secured by a lien on the Debtor's principal residence are subject to the provisions of Local Rule 3070-2.  The Local Rules of Practice and Procedure of the United States Bankruptcy Court for the Eastern District of North Carolina, which may be found at the following Internet URL: http://www.nceb.uscourts.gov/sites/nceb/files/local-rules.pdf.
"Direct"  "Local Rules"	Debtor proposes to assume, if the debtor intends to cure "arrears," these "arrears" will be cured through the Trustee's disbursements under a confirmed chapter 13 plan unless the Debtor indicates otherwise in § 3.2. With respect to "arrears" owed on a Domestic Support Obligation [defined in 11 U.S.C. § 101(14A) and addressed in § 4.4, below], these "arrears" will be cured through the Trustee's disbursements under and by the end of the confirmed plan.  The individual or the married couple who filed this bankruptcy case, whose name or names are found at the top of the first page of this chapter 13 plan. The term "Debtor" as used in this plan includes both debtors if this case was filed by a married couple.  The Debtor proposes to make all post-petition payments on the obligation directly, after the timely filing of a claim by or for the creditor. Disbursements to creditors secured by a lien on the Debtor's principal residence are subject to the provisions of Local Rule 3070-2.  The Local Rules of Practice and Procedure of the United States Bankruptcy Court for the Eastern District of North Carolina, which may be found at the following Internet URL:

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Debtor Ekrika Shalonda Lewis Case number

"Monthly Payment" or "Mo. Pmt."	If paid through the Trustee's disbursements under a confirmed chapter 13 plan, the <u>estimated</u> amount of the monthly payment proposed to be
	made to the creditor. If used in reference to a Current Monthly Payment, the current monthly installment payment due from the Debtor to the creditor under the contract between the parties, including escrow
	amount, if any. If used with reference to an obligation that the Debtor proposes to pay directly to a creditor, the amount the Debtor shall
	continue paying each month pursuant to the contract between the Debtor and the creditor.
"Other"	The Debtor intends to make alternative <u>or additional</u> provisions regarding the proposed treatment of a claim, including the intention of the Debtor to pursue a mortgage modification.
"Other Secured Claims"	Any claim owed by the Debtor that is secured by property other than the Debtor's principal residence.
"§" or "§§"	This symbol refers to the numbered Section or Sections (if two are used) of the plan indicated next to the symbol or symbols; the Section numbers are found to the left of the part of the plan to which they refer.
"Surrender" or "Surr."	The Debtor intends to surrender the "Collateral" to the secured creditor(s) upon confirmation of the plan. Surrender of residential real property is addressed in § 3.1, and surrender of other "Collateral" is addressed in § 3.6.
"Trustee"	The chapter 13 standing trustee appointed by the Court to administer the Debtor's case.
"Value"	What the Debtor asserts is the market value of a secured creditor's "collateral," as determined under 11 U.S.C. § 506(a), and, therefore, the principal amount that must be amortized at the interest rate proposed and paid in full over the life of the Debtor's plan to satisfy in full the secured portion of a creditor's claim, consistent with the requirements of 11 U.S.C. §§1325(a)(5) and 1328.

# UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NORTH CAROLINA GREENVILLE DIVISION

In the matter of: EKRIKA SHALONDA LEWIS 196/5269

#### SUMMARY CHAPTER 13 PLAN

- 1. The future earnings of the debtor are submitted to the control of the court and debtor shall pay to the trustee \$600.00 monthly for no more than 57 months.
- 2. From the payments so received, the trustee shall make disbursements as follows:
- a. priority creditors as required by Section 507 of the Bankruptcy Code in deferred cash payments.
- b. secured creditors whose claims are non-avoidable and duly filed and allowed if determined to be secured by the trustee. Avoidable secured creditors are to be treated as unsecured until status of their lien can be determined.
- c. priority unsecured creditors.
- d. creditors outside the plan are to be paid in accordance with their contracts.
- 3. The following shows creditors dealt with by the plan and their classification.

Creditor Name	Debt	Security
PRIORITY CREDITORS NC Division of Employment Sec	\$6,000.00	
SECURED CREDITORS		
Brown's Mobile Home Sales	\$800.00	2010 Fleetwood DWMH (LOP)
Halifax Co Tax Dept	\$9,173.00	29 Pepper Ln Scotland Neck, NC (LOP)
Midland Funding	\$8,900.00	29 Pepper Ln Scotland Neck, NC (LOP)

Tim's Auto Sales \$5,500.00 2006 Chevrolet Trailblazer (LOP)

SECURED CREDITORS (AVOIDABLE)

CREDITORS OUTSIDE THE PLAN

"END OF DOCUMENT"

## UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NORTH CAROLINA GREENVILLE DIVISION

IN	THE	MA	TTER	OF:

EKRIKA SHALONDA LEWI	EKRI	KA	SHAI	ONDA	LEWIS
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**CHAPTER 13** 

DEBTOR	
I, H. Frank Allen, Attorney at Law, PO Box 1258, Tarboro, NC 27886-1258 certify: That I am, and at all times hereinafter mentioned was, more than eighteen (18) years of age: That on the day of, 2019, I served copies of the Chapter 13 Plan on the below indicated person(s), along with creditors on the attached mailing matrix at their respective addresses.	
	Joseph A. Bledsoe III Chapter 13 Trustee PO Box 1618 New Bern, NC 28563
by depositing a copy thereof, postage listed persons.	e prepaid, in the United States Mail addressed to the above
I certify under penalty of perjury that	the foregoing is true and correct.
Dated: 07/08/2019	11 TD 12 11 A 1 A TO D 12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	H. FRANK (ALLEN, AFTORNEY AT LAW  H. Frank Allen  NC State Bar No. 6480

Brown's Mobile Home Sales Inc PO Box 607 Murfreesboro NC 27855 Credit One PO Box 98872 Las Vegas NV 89193 Eastern Radiologist c/o SCA 300 E Arlington Blvd S6A Greenville NC 27858

Farmers Furniture ATTN Corp Credit Dept PO Box 1140 Dublin GA 31040 Halifax County Tax Dept. PO Box 68 Halifax NC 27839

Internal Revenue Service Central Insolvency Operations PO Box 7346 Philadelphia PA 19101

Midland Funding 2365 Northside Dr. Ste 300 San Diego CA 92108 NC Dept of Revenue OSD Bankruptcy Unit PO Box 1168 Raleigh NC 27602 NC Division of Employment Sec PO Box 25903 Raleigh NC 27611

NC Division of Employment Sec PO Box 26504 Raleigh NC 27611 NC Division of Employment Sec 700 Wade Ave Raleigh NC 27605 Online Collections PO Box 1489 Winterville NC 28590

Optimum Outcomes 2651 Warrenville Rd Ste 500 Downers Grove IL 60515

Rick Davenport Auto 1291 N Wesleyan Blvd Rocky Mount NC 27804 SCA PO Box 876 Greenville NC 27835

Smith Debnam PO Box 26268 Raleigh NC 27611 Tim's Auto Sales 700 S Church St Rocky Mount NC 27803 Vidant Medical Group c/o Americollect 1851 S Alverno Rd Manitowoc WI 54220

W Hugh Jones Jr Baker, Jones, Daly & Carter PO Box 986 Ahoskie NC 27910